

OFFICIAL FILE  
ILLINOIS COMMERCE COMMISSION

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

ORIGINAL

ILLINOIS COMMERCE COMMISSION )

On Its Own Motion )

Revision of 83 Ill. Adm. Code 732 )

02-0426

ILLINOIS  
COMMERCE COMMISSION  
2003 MAY 19 P 4:38  
CHIEF CLERK'S OFFICE

STIPULATION

The Illinois Telecommunications Association, SBC Illinois, Verizon North, Verizon South and Local Union No. 51, Local Union No. 702 and Local Union No. 21 of the International Brotherhood of Electrical Workers (the "Stipulating Parties") agree and stipulate to the following:

1. The Commission's rules in 83 Illinois Administrative Code Part 732 should be neutral on the issue of whether a local exchange carrier is required to pay customer credits for failure to meet basic local exchange service quality standards during a strike or other work stoppage.
2. The Stipulating Parties agree to defer the question of whether a particular strike or other work stoppage should be deemed an "emergency situation" based on the specific factual circumstances of the particular strike or other work stoppage. Notwithstanding this, nothing prevents any party from presenting any argument or position concerning the applicability of an "emergency situation" to a strike or other work stoppage, including any argument or position as to the Commission's jurisdiction over that issue.

3. The Stipulating Parties agree that neither this Stipulation nor the Commission's order in this proceeding should in any way prejudice the positions, interests or arguments of any local exchange carrier or other party, in any proceeding. Any local exchange carrier or other party should be free to assert any position or to advance any argument, in any future Commission proceeding or litigation of any kind in relation to the definition of "emergency situation" or the payment of customer credits in the event of a strike or other work stoppage.

4. The Stipulating Parties agree that that the Commission's decision to amend its rules in 83 Illinois Administrative Code Part 732 by modifying references therein to a "strike or other work stoppage" should in no way and under no circumstances be deemed a presumption in favor of or against any position or conclusion regarding the definition or application of the term "emergency situation," or the payment of customer credits in the event of a strike or other work stoppage.

5. For the reasons previously set forth in this Stipulation, the Stipulating Parties recommend that the Commission also amend the definition of "emergency situation" in 83 Illinois Administrative Code Parts 730 and 731 consistent with the definition thereof set forth in this Stipulation, after giving notice and an opportunity to be heard to the parties to the proceedings establishing Parts 730 and 731.

6. The Stipulating Parties have entered into this Stipulation on the condition that the Commission amend the definition of "emergency situation" in Section 732.10 of Part 732 of Title 83 of the Illinois Administrative Code as follows:

“Emergency situation” means a single event that causes an interruption of service or installations affecting end users of a local exchange carrier. The emergency situation shall begin with the first end user whose service is interrupted by the single event and shall end with the restoration or installation of the service of all affected end users.

The term “single event” shall include:

a declaration made by applicable State or federal governmental agency that the area served by the local exchange carrier is either a State or federal disaster area; or

an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, ~~or the first 90 calendar days of a strike or other work stoppage~~; or

a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

The term “emergency situation” shall not include:

a single event caused by high temperature conditions alone; or

a single event caused, or exacerbated in scope and duration, by acts or omissions of the local exchange carrier, its agents, employees or contractors or by the condition of facilities, equipment, or premises owned or operated by the local exchange carrier; or

any service interruption that occurs during a single event listed above, but are not caused by those single events; or

a single event that the local exchange carrier could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a local exchange carrier be required to undertake precautions that are technically infeasible or economically prohibitive.

This Part shall be construed as being content neutral as to whether a strike or other work stoppage is an “emergency situation.” In the event of a

strike or other work stoppage, the local exchange carrier's obligation to pay customer credits shall, in the absence of a decision by a court of competent jurisdiction, be determined by the Commission on a case-by-case basis based upon the individual factual circumstances of each strike or other work stoppage. In making such a determination, and notwithstanding the definition of "emergency situation" above, the Commission shall not presume that a strike or other work stoppage is an act of an employee or of the local exchange carrier.

7. The Stipulating Parties enter into this Stipulation on the condition that the Commission enter a First Notice Order in ICC Docket 02-0426, or any other docket addressing 83 Illinois Administrative Code Part 732, including findings and conclusions substantially similar to the following:

The Commission adopts the Stipulation of the ITA, SBC Illinois, Verizon and the IBEW as set forth herein. The Commission accepts, as a reasonable resolution of the issues in this proceeding, the agreement of the Stipulating Parties to address the issue of whether a strike or other work stoppage should be deemed to be an "emergency situation" in the future in the context of an actual strike or other work stoppage and on the record presented in a proceeding initiated for that purpose. We have amended the definition of "emergency situation" in Section 732.10 to leave that question open for future resolution.

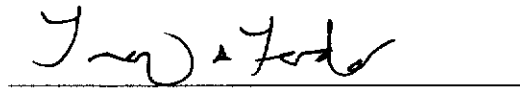
The Commission's order is not intended to prejudice the positions, interests or arguments of any local exchange carrier or other party. Any local exchange carrier or other party shall be free to assert any position, or to advance any argument, in any future Commission proceeding or litigation of any kind in relation to the definition of "emergency situation" or the payment of customer credits in the event of a strike or other work stoppage. Further, the Commission's decision shall not be construed, and shall not be deemed to constitute, a presumption in favor of or against any position of any party or any conclusion by this Commission, in any such future proceeding.

8. The Stipulating Parties acknowledge that some of the Stipulating Parties represent more than one local exchange carrier or local chapter of a labor union. All references to the term "Stipulating Parties" shall include all of the carriers and all of the local chapters of any labor union represented by the Stipulating Parties herein.

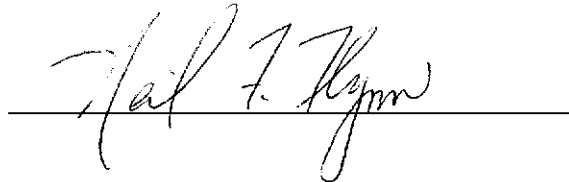
For the reasons set forth above, the undersigned parties request that the Commission adopt this Stipulation and incorporate the proposed language in its final Order and rule in this proceeding.

This Instrument dated this 15<sup>th</sup> day of May, 2003.

ILLINOIS TELECOMMUNICATIONS  
ASSOCIATION



LOCAL UNION NO. 51, LOCAL UNION  
NO. 702 and LOCAL UNION NO. 21 OF  
THE INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS



SBC ILLINOIS d/b/a ILLINOIS BELL  
TELEPHONE COMPANY



VERIZON NORTH and  
VERIZON SOUTH



CERTIFICATE OF SERVICE  
02-0426

The undersigned, Troy A. Fodor, hereby certifies that on May 19, 2003, he served a copy of the foregoing instrument by personally delivering a copy thereof and/or mailing a copy thereof by electronic mail and/or United States mail, postage prepaid, at Springfield, Illinois to the individuals named on the attached Service List in envelopes plainly addressed to each of them.

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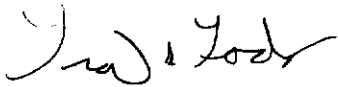
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A handwritten signature in cursive script, appearing to read "Troy A. Fodor", written above a horizontal line.

Troy A. Fodor